JIANGSU CHANGLONG CHEMICALS CO.,LTD.

ADD:LONGHU TANG,NEW DISTRICT OF CHANGZHOU,JIANGSU,CHINA TEL:86 519 5480001/5483260 FAX:86 519 5481166/55/5210023 E-mail:cnwjk@public.cz.js.cn

SALES CONTRACT

Date:July 23,2002 No: JCC-02225 Signed at Changzhou

卖方: The Sellers: Jiangsu Changlong Chemicals Co.,Ltd.

Longhu Tang, New District of Changzhou, Jiangsu, P. R. China 213031

买方: The Buyers: Burlington Bio-Medical & Scientific Corp.

71, Carolyn Blvd., Farmingdale, NY 11735, USA

兹经买卖双方同意成交下列商品订立条款如下:

The undersigned Sellers and Buyers have agreed to close the following transactions according to the terms and conditions stipulated below:

商品名规格: Commodity and specification: CARBARYL 99-325

Carbaryl 99% Tech 325 Mesh content---99.0%min (EPA, HPLC) 2-naphthol-----0.05%max

2-naphthyl methylcarbamate----0.05%max

loss of drying----1.0%max

particle size(325mesh)----98%min pass Appearance: off white to white fine powder.

包装: PACKING: in 300Kg super bag, 900kgs/palette, 9000kgs/20'FCL

数量: QUANTITY: 45000.00kgs

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单价: UNIT PRICE: USD4.6/kg CIF Chicago, IL, USA.

总值: AMOUNT: USD207000.00 Only (Say USD Two Hundred Seven Thousand Only)

装运港: LOADING PORT: Shanghai, China.

卸货港: PORT OF DISCHARGE; Long Beach, CA, USA.

目的口岸: PORT OF DESTINATION: Chicago, IL, USA.

分批装运: PARTIAL SHIPMENT: ALLOWED.

转船: TRANSSHIPMENT: ALLOWED.

装运期限: TIME OF SHIPMENT: Not later than August 25, 2002.

装运麦头: SHIPPING MARKS: to the buyer's option.

付款方式: PAYMENT: by D/A(Documents against Acceptance) 90 days from B/L date.

保险: INSURANCE: CIF terms to be covered by the Seller at 110% of invoice value covering all risks according to clause of People's Insurance Company of China (PICC).

检验条款:双方同意以制造商出具之分析单作为卖方向买方提交的单据之一。

INSPECTION: It is mutually agreed that the Certificates of analysis issued by the manufacturer will be part of the documents to the buyer. The content/purity of the goods will be re-inspected by the Buyer in accordance with EPA analysis methods and other specifications to be re-inspected in accordance with the analysis methodology confirmed and adopted by both parties upon its arrival in destination port. If inconsistence found in quality and quantity to the contracted goods, the Buyer is entitled to claim compensation to the Seller within 90 days form its arrival date to the destination port at the strength of inspection certificate issued by authority inspection institute such as SGS, etc.

特约条款: SPECIAL TERMS

1. 由于一般公认的人力不可抗拒原因而致不能交货或装船延迟,卖方不负责任。

The Sellers shall not be responsible for failure or delay in delivery of the entire lot or a portion of the goods under this Sales Contract in the event of any force majeure incidents.

2. 买方对下列各点所造成的后果承担全部责任:(甲)不及时提供生产所需的规格或其他条件时;

(乙)不及时支付货款,若买方未按本合同规定支付货款,买方需向卖方支付全额货款和全部货款3%/天的罚金。

The Buyers are to assume full responsibilities for any consequences from: (a) late presentation of



JIANGSU CHANGLONG CHEMICALS CO.,LTD.

ADD:LONGHU TANG, NEW DISTRICT OF CHANGZHOU, JLANGSU, CHINA

TEL:86 519 5480001/5483260 FAX:86 519 5481166/55/5210023 E-mail:cnwjk@public.cz.js.cn

specifications or any other details necessary for the execution of this Sale Contract; (b)late effect of payment, if the Buyer failed to execute the payment term as the S/C stipulated, the total amount together with the interests amount 3% per day must be paid by the Buyer for the Seller.

3.买方应在收到销售合同后十天内签送一份给卖方。如在此期限内不提任何异议,本销售合同即生效。 凭买方定单或凭买方先前之确认而制定的销售合同,在发出后即生效,非经双方同意,不得更改或撤 消。

The Buyer should sign one copy of this Sales Contract and return it to Sellers within 10 days after receipt. If nothing is proposed to the contrary within that time, this Sales Contract will be effective. Sales Contract, issued on the strength of Buyers Order or earlier confirmation, is effective immediately on its assurance and subject to neither modification nor cancellation, unless agreed upon by both Parties.

仲裁:一切因执行本销售合同所发生与本销售合同有关之争执,双方应友好协商解决。如双方协商不能解决时,此争执应提交中国国际贸易促进委员会对外贸易仲裁委员会,按照该仲裁委员会仲裁程序暂行规则进行仲裁。仲裁地点在中国北京。仲裁委员会的裁决为终局裁决,对双方均有约束力。仲裁费用除非仲裁会另有决定外,均由败诉一方负担。

Arbitration: All dispute in connection with this Sale Confirmation or the execution thereof shall amicably settled through negotiation. In case no settlement can be reached between the two parties, the case under disputes shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration. The arbitration shall take place in Beijing, China and shall be executed in accordance with the Provisional Rules of Procedure of the said Commission and the decision made by the Arbitration Commission shall be accepted as final and binding upon both Parties. The fees for arbitration shall be borne by the losing Party unless otherwise awarded.

This contract shall be written in Chinese and English versions. Both languages are equally authentic. In the event of any discrepancy between the two aforesaid versions, the Chinese version shall prevail.

买 方 (The Buyer)

Burlington Bio-Medical & Scientific Corp. Signed by:

Title:

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Date:

支 方(The Seller)

Jiangsu Changlong Chemicals Co.,Ltd.

Signed DX NGL (

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江苏常陵化工有限公司

JIANGSU CHANGLONG CHEMICALS CO.,LTD.

ADD:LONGHU TANG, NEW DISTRICT OF CHANGZHOU, JIANGSU, CHINA
TEL:86 519 5480001/5483260 FAX:86 519 5481166/55/5210023 E-mail:enwjk@public.cz.js.en

SALES CONTRACT

Date:July 23,2002 No: JCC-02225 Signed at Changzhou

卖方: The Seliers: Jiangsu Changlong Chemicals Co.,Ltd.

Longhu Tang, New District of Changzhou, Jiangsu, P. R. China 213031

买方: The Buyers: Burlington:Bio-Medical & Scientific Corp. 71, Carolyn Blvd., Farmingdale, NY 11735, USA

兹经买卖双方同意成交下列商品订立条款如下:

The undersigned Sellers and Buyers have agreed to close the following transactions according to the terms and conditions stipulated below:

稻品名规格: Commodity and specification: CARBARYL 99-325

Carbaryl 99% Tech 325 Mesh content—99.0%min (EPA, HPLC) 2-naphthol——0.05%max 2-naphthyl methylcarbarnate——0.05%max loss of drying——1.0%max particle size(325mesh)——98%min pass Appearance: off white to white fine powder.

包乾: PACKING: in 300Kg super bag, 900kgs/palette, 9000kgs/20'FCL

数量: QUANTITY: 45000.00kgs

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单价: UNIT PRICE: USD4.6/kg CIF Chicago, IL, USA.

总位: AMOUNT: USD207000.00 Only (Say USD Two Hundred Seven Thousand Only)

数译港,LOADING PORT,Shanghai, China.

則食物: PORT OF DISCHARGE; Long Beach, CA, USA. 場的口岸: PORT OF DESTINATION: Chloago, IL, USA.

分批製运: PARTIAL SHIPMENT: ALLOWED.

较船: TRANSSHIPMENT: ALLOWED.

收运期限: TIME OF SHIPMENT: Not later than August 25, 2002.

装运支头: SHIPPING MARKS: to the buyer's option.

付款方式: PAYMENT: by D/A(Documents against Acceptance) 90 days from B/L date.

保險: INSURANCE: CIF terms to be covered by the Seller at 110% of Invoice value covering all risks according to clause of People's Insurance Company of China (PICC).

检验条款,以方同意以制造商出具之分析单作为卖方向买方提交的单据之一。

INSPECTION: It is mutually agreed that the Certificates of analysis issued by the manufacturer will be part of the documents to the buyer. The content/purity of the goods will be re-inspected by the Buyer in accordance with ERA analysis methods and other specifications to be re-inspected in accordance with the analysis methodology confirmed and adopted by both parties upon its arrival in destination port. If inconsistence found in quality and quantity to the contracted goods, the Buyer is entitled to claim compensation to the Seller within 90 days form its entitle date to the destination port at the strength of inspection certificate issued by authority inspection institute such as SGS, etc.

特的条款: SPECIAL TERMS

1. 由于一股公认的人力不可抗抵原因而致不能交货或装船延迟,会方不负责任。 The Sellers shall not be responsible for failure or delay in delivery of the entire lot or a portion of

the goods under this Sales Contract in the event of any force majeure incidents,

2. 交方对下列各点所造成的后界承担全部受任:(甲)不及时提供生产所需的规格或其他条件时。 (乙)不及时支付贷款,若买方来按本合同规定支付贷款,买方需向实方支付全额贷款和全部贷款 3%/天的罚金。

The Buyers are to assume full responsibilities for any consequences from: (a) late presentation of



Case 2:05-cv-02082-TCP-WDW Document 1-2 Filed 04/28/05 Page 5 of 21 PageID #: 34

江苏州隆化工有限公司

JIANGSU CHANGLONG CHEMICALS CO.,LTD.

ADD:LONGHU TANG, NEW DISTRICT OF CHANGZHOU, IANGSU, CHINA

TEL:86 519 548000 1/5483260 FAX:86 519 5481166/55/5210023 E-mail:cnwjk@public.cz.js.cn specifications or any other details necessary for the execution of this Sale Contract; (b)late effect of payment, if the Buyer failed to execute the payment term as the S/C stipulated, the total amount together with the interests amount 3% per day must be paid by the Buyer for the Seller. 3. 天方应在收到销售合同后十六内签送一份给某方。如在此别限内不遇任何异议,本销售合同即生效。 凭买方定单或凭买方先前之确认而制定的销售合同,在发出后即生效,非经以方同意,不得更改成撤 month (B)

The Buyer should sign one copy of this Sales Contract and return it to Sellers within 10 days after receipt, if nothing is proposed to the contrary within that time, this Sales Contract will be effective: Sales Contract, issued on the strength of Buyers Order or earlier confirmation, is effective immediately on its assurance and subject to neither modification nor cancellation, unless agreed upon by both Parties.

仲载:一切因执行本销售合同所发生与本销售合同有关之争执,双方应友好协商解决。如双方协商不 能解决时,此争执应提交中国国际贸易促进委员会对外贸易仲裁委员会,按照该仲裁委员会仲裁程序 哲行规则进行仲裁。仲裁地点在中国北京。仲载委员会的裁决为终局裁决、对双方均有约束力。仲载 要用除非仲裁会另有决定外,均由败诉一力负担。

Arbitration: All dispute in connection with this Sale Confirmation or the execution thereof shall be amicably settled through negotiation. In case no settlement can be reached between the two. perties, the case under disputes shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration. The arbitration shall take place in Belling, China and shall be executed in accordance with the Provisional Rules of Procedure of the said Commission and the decision made by the Arbitration Commission shall be accepted as final and binding upon both Parties. The fees for arbitration shall be borne by the losing Party unless otherwise awarded.

This contract shall be written in Chinese and English versions. Both languages are equally authentic. In the event of any discrepancy between the two aforesald versions, the Chinese version shall prevail.

方((The Buyer)

Burlington Bio-Medicel & Scientific Corp.

Signed by: BriAN Mirechikouski Title: Ceo-preside

Date:

7/24/02

方(The Seller)

Jiangsu Changlong Chemicals Co., Ltd.

Case 2:05-cv-02082-TCP-WDW Document 1-2 Filed 04/28/05 Page 7 of 21 PageID #: 36

江苏州隆化工有限公司

JIANGSU CHANGLONG CHEMICALS CO.,LTD.

ADD:LONGHU TANG, NEW DISTRICT OF CHANGZHOU, JIANGSU, CHINA TEL:86 519 5480001/5483260 FAX:86 519 5481166/55/5210023 E-mail:cnwjk@public.cz.js.cn

SALES CONTRACT

200224053 .

Date:Sept.4,2002 No: JCC-02250 Signed at Changzhou

卖方: The Sellers: Jiangsu Changlong Chemicals Co.,Ltd.

Longhu Tang, New District of Changzhou, Jiangsu, P. R. China 213031

买方: The Buyers: Burlington Bio-Medical & Scientific Corp.

71, Carolyn Blvd., Farmingdale, NY 11735, USA

兹经买卖双方同意成交下列商品订立条款如下:

The undersigned Sellers and Buyers have agreed to close the following transactions according to the terms and conditions stipulated below:

商品名规格: Commodity and specification: CARBARYL 99-325

Carbaryl 99% Tech 325 Mesh content---99.0%min (EPA, HPLC)

2-naphthol-----0.05%max

2-naphthyl methylcarbamate----0.05%max

loss of drying----1.0%max

particle size(325mesh)----98%min pass Appearance: off white to white fine powder.

包装: PACKING: in 300Kg super bag, 900kgs/palette, 9000kgs/20'FCL

数量: QUANTITY: 90000.00kgs

单价: UNIT PRICE: USD4.15/kg CIF Chicago, IL, USA.

总值: AMOUNT: USD373500.00 Only (Say USD Three Hundred Seventy Three Thousand Five

Hundred Only)

装运港: LOADING PORT: Shanghai, China.

卸货港: PORT OF DISCHARGE; Long Beach, CA, USA.

目的口岸: PORT OF DESTINATION: Chicago, IL, USA.

分批装运: PARTIAL SHIPMENT: ALLOWED.

转船: TRANSSHIPMENT: ALLOWED.

装运期限: TIME OF SHIPMENT: Not later than Sept.18, 2002.

装运麦头: SHIPPING MARKS: to the buyer's option.

付款方式: PAYMENT: by D/A(Documents against Acceptance) 90 days from B/L date.

保险: INSURANCE: CIF terms to be covered by the Seller at 110% of invoice value covering all risks according to clause of People's Insurance Company of China (PICC).

检验条款:双方同意以制造商出具之分析单作为卖方向买方提交的单据之一。

INSPECTION: It is mutually agreed that the Certificates of analysis issued by the manufacturer will be part of the documents to the buyer. The content/purity of the goods will be re-inspected by the Buyer in accordance with EPA analysis methods and other specifications to be re-inspected in accordance with the analysis methodology confirmed and adopted by both parties upon its arrival in destination port. If inconsistence found in quality and quantity to the contracted goods, the Buyer is entitled to claim compensation to the Seller within 90 days form its arrival date to the destination port at the strength of inspection certificate issued by authority inspection institute such as SGS,

特约条款: SPECIAL TERMS

1. 由于一般公认的人力不可抗拒原因而致不能交货或装船延迟,卖方不负责任。

The Sellers shall not be responsible for failure or delay in delivery of the entire lot or a portion of the goods under this Sales Contract in the event of any force majeure incidents.

2. 买方对下列各点所造成的后果承担全部责任: (甲) 不及时提供生产所需的规格或其他条件时; (乙) 不及时支付货款,若买方未按本合同规定支付货款,买方需向卖方支付全额货款和全部货款 3%/天的罚金。

江苏常隆化工有限公司

JIANGSU CHANGLONG CHEMICALS CO.,LTD.

ADD:LONGHU TANG, NEW DISTRICT OF CHANGZHOU, JIANGSU, CHINA TEL:86 519 5480001/5483260 FAX:86 519 5481166/55/5210023 E-mail:cnwjk@public.cz.js.cn

The Buyers are to assume full responsibilities for any consequences from: (a) late presentation of specifications or any other details necessary for the execution of this Sale Contract; (b)late effect of payment, if the Buyer failed to execute the payment term as the S/C stipulated, the total amount together with the interests amount 3% per day must be paid by the Buyer for the Seller. 3.买方应在收到销售合同后十天内签送一份给卖方。如在此期限内不提任何异议,本销售合同即生效。

凭买方定单或凭买方先前之确认而制定的销售合同,在发出后即生效,非经双方同意,不得更改或撤 消。

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Arbitration: All dispute in connection with this Sale Confirmation or the execution thereof shall be amicably settled through negotiation. In case no settlement can be reached between the two parties, the case under disputes shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration. The arbitration shall take place in Belling, China and shall be executed in accordance with the Provisional Rules of Procedure of the said Commission and the decision made by the Arbitration Commission shall be accepted as final and binding upon both Parties. The fees for arbitration shall be borne by the losing Party unless otherwise awarded.

This contract shall be written in Chinese and English versions. Both languages are equally authentic. In the event of any discrepancy between the two aforesaid versions, the Chinese version shall prevail.

买 方 (The Buyer)

Burlington Bio-Medical & Scientific Corp.

Signed by:

Title:

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Date:

Seller) emicals Co.,Ltd.

ept.4.2002

江苏紫隆化工有限公司

JIANGSU CHANGLONG CHEMICALS CO.,LTD.

ADD:LONGHU TANG.NEW DISTRICT OF CHANGZHOU JIANGSU, CHINA TEL:86 519 5480001/5483260 FAX:86 519 5481166/55/5210023 E-mail:cnwjk@public.cz.js.cn

SALES CONTRACT

Date:Sept.4,2002 No: JCC-02250 Signed at Changzhou

卖方: The Sellers: Jiangsu Changlong Chemicals Co.,Ltd.

Longhu Tang, New District of Changzhou, Jiangsu, P. R. China 213031

买方: The Buyers: Burlington Bio-Medical & Scientific Corp. 71, Carolyn Blvd., Farmingdale, NY 11735, USA

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2-naphthol----0.05%max 2-naphthyl methylcarbamate----0.05%max

loss of drying---1.0%max

particle size(325mesh)----98%min pass Appearance; off white to white fine powder.

包装: PACKING: in 300Kg super bag, 900kgs/palette, 9000kgs/20'FCL

数量: QUANTITY: 90000.00kgs

单价: UNIT PRICE: USD4.15/kg CIF Chicago, IL, USA.

总值: AMOUNT: USD373500.00 Only (Say USD Three Hundred Seventy Three Thousand Five

Hundred Only)

装运港: LOADING PORT: Shanghai, China.

卸货港: PORT OF DISCHARGE; Long Beach, CA, USA.

目的口岸: PORT OF DESTINATION: Chicago, IL, USA.

分批装运: PARTIAL SHIPMENT: ALLOWED.

转船: TRANSSHIPMENT: ALLOWED.

装运期限: TIME OF SHIPMENT: Not later than Sept.18, 2002.

装运变头: SHIPPING MARKS: to the buyer's option.

付款方式: PAYMENT: by D/A(Documents against Acceptance) 90 days from B/L date.

保险: INSURANCE: CIF terms to be covered by the Seller at 110% of invoice value covering all risks according to clause of People's Insurance Company of China (PICC).

检验条款:双方同意以制造商出具之分析单作为卖方向买方提交的单据之一。

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特约条款: SPECIAL TERMS

1. 由于一般公认的人力不可抗担原因而致不能交货或装船延迟,多方不负责任。
The Sellers shall not be responsible for failure or delay in delivery of the entire lot or a portion of the goods under this Sales Contract in the event of any force majeure incidents.

2. 买方对下列各点所造成的后果承担全部责任:(甲)不及时提供生产所需的规格或其他条件时:(乙)不及时支付贷款,若买方朱按本合問规定支付贷款,买方需向卖方支付全额货款和金部贷款 3%/天的罚金。

红苏常隆化工有限公司

JIANGSU CHANGLONG CHEMICALS CO.,LTD.

ADD:LONGHU TANG, NEW DISTRICT OF CHANGZHOU, JIANGSU, CHINA

TEL:86 519 5480001/5483260 FAX:86 519 5481166/55/5210023 fi-mail:cnwjk@public.ez.js.cn

The Buyers are to assume full responsibilities for any consequences from: (a) late presentation of specifications or any other details necessary for the execution of this Sale Contract; (b)late effect of payment, if the Buyer failed to execute the payment term as the S/C stipulated, the total amount together with the interests amount 3% per must be paid by the Buyer for the Seller.

3.买方应在收到销售合同后十天内签送一份会交货,还在此期限内不提任何异议,本销售合同即生效。 凭买方定单或凭买方先前之确认而制定的销售合同, 在发出后即生效, 非经双方同款, 不得更改或撤

The Buyer should sign one copy of this Sales Contract and return it to Sellers within 10 days after receipt. If nothing is proposed to the contrary within that time, this Sales Contract will be effective. Sales Contract, issued on the strength of Buyers Order or earlier confirmation, is effective Immediately on its assurance and subject to neither modification nor cancellation, unless agreed upon by both Parties.

仲裁:一切周执行本销售合同所发生与本销售合同有关之争执,双方应友好协商解决。如双方协問不 能解决时,此争执应提交中国国际贸易促进委员会对外贸易仲裁委员会。 按照该仲裁委员会仲裁程序 **暂行规则进行仲裁。仲裁地点在中国北京、仲裁委员会的裁决为终局裁决,对双方均有约束力、仲裁** 费用除非仲裁会另有决定外,均由败诉一方负担。

Arbitration: All dispute in connection with this Sale Confirmation or the execution thereof shall be amicably settled through negotiation. In case no settlement can be reached between the two parties, the case under disputes shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration. The arbitration shall take place in Beijing, China and shall be executed in accordance with the Provisional Rules of Procedure of the said Commission and the decision made by the Arbitration Commission shall be accepted as final and binding upon both Parties. The fees for arbitration shall be borne by the losing Party unless otherwise awarded.

This contract shall be written in Chinese and English versions. Both languages are equally authentic, in the event of any discrepancy between the two aforesald versions, the Chinese version shall prevail.

方 (The Buyer)

Burlington Bio-Medical & Scientific Corp.

Signed by:

THIE: U.P. Operations

方(The Seller)

Jiangsu Changlong Chemicals Co.,Ltd.

Signed by:

Title: President

Date: Sept.4,2002

Case 2:05-cv-02082-TCP-WDW Document 1-2 Filed 04/28/05 Page 12 of 21 PageID #: 41

JIANGSU CHANGLONG CHEMICALS CO.,LTD.

ADD:LONGHU TANG,NEW DISTRICT OF CHANGZHOU,JIANGSU,CHINA TEL:86 519 5480001/5483260 FAX:86 519 5481166/55/5210023 E-mail:cnwjk@public.cz.js.cn

TO: Mrs. Debbie Raleigh

SALES CONTRACT

200 21554

Date:Sept.4,2002 No: JCC-02251 Signed at Changzhou

卖方: The Sellers: Jiangsu Changlong Chemicals Co.,Ltd.

Longhu Tang, New District of Changzhou, Jiangsu, P. R. China 213031

买方: The Buyers: Burlington Bio-Medical & Scientific Corp. 71, Carolyn Blvd., Farmingdale, NY 11735, USA

兹经买卖双方同意成交下列商品订立条款如下:

The undersigned Sellers and Buyers have agreed to close the following transactions according to the terms and conditions stipulated below:

商品名规格: Commodity and specification: CARBARYL 99-325

Carbaryl 99% Tech 325 Mesh content----99.0%min (EPA, HPLC)

2-naphthol-----0.05%max

2-naphthyl methylcarbamate----0.05%max

loss of drying----1.0%max

particle size(325mesh)——98%min pass Appearance: off white to white fine powder.

包装: PACKING: in 300Kg super bag, 900kgs/palette, 9000kgs/20'FCL

数量: QUANTITY: 90000.00kgs

单价: UNIT PRICE: USD4.15/kg CIF Chicago, IL, USA.

总值: AMOUNT: USD373500.00 Only (Say USD Three Hundred Seventy Three Thousand Five

Hundred Only)

装运港: LOADING PORT: Shanghai, China.

卸货港: PORT OF DISCHARGE; Long Beach, CA, USA.

目的口岸: PORT OF DESTINATION: Chicago, IL, USA.

分批装运: PARTIAL SHIPMENT: ALLOWED.

转船: TRANSSHIPMENT: ALLOWED.

装运期限: TIME OF SHIPMENT: Not later than Sept.25, 2002.

装运麦头: SHIPPING MARKS: to the buyer's option.

付款方式: PAYMENT: by D/A(Documents against Acceptance) 90 days from B/L date.

保险: INSURANCE: CIF terms to be covered by the Seller at 110% of invoice value covering all risks according to clause of People's Insurance Company of China (PICC).

检验条款:双方同意以制造商出具之分析单作为卖方向买方提交的单据之一。

INSPECTION: It is mutually agreed that the Certificates of analysis issued by the manufacturer will be part of the documents to the buyer. The content/purity of the goods will be re-inspected by the Buyer in accordance with EPA analysis methods and other specifications to be re-inspected in accordance with the analysis methodology confirmed and adopted by both parties upon its arrival in destination port. If inconsistence found in quality and quantity to the contracted goods, the Buyer is entitled to claim compensation to the Seller within 90 days form its arrival date to the destination port at the strength of inspection certificate issued by authority inspection institute such as SGS, etc.

特约条款: SPECIAL TERMS

1. 由于一般公认的人力不可抗拒原因而致不能交货或装船延迟,卖方不负责任。

The Sellers shall not be responsible for failure or delay in delivery of the entire lot or a portion of the goods under this Sales Contract in the event of any force majeure incidents.

买方对下列各点所造成的后果承担全部责任:(甲)不及时提供生产所需的规格或其他条件时;
 (乙)不及时支付货款,若买方未按本合同规定支付货款,买方需向卖方支付全额货款和全部货款

3%/天的罚金。

江苏常隆化工有限公司

JIANGSU CHANGLONG CHEMICALS CO.,LTD.

ADD:LONGHU TANG, NEW DISTRICT OF CHANGZHOU, JIANGSU, CHINA TEL:86 519 5480001/5483260 FAX:86 519 5481166/55/5210023 E-mail:cnwjk@public.cz.js.cn

The Buyers are to assume full responsibilities for any consequences from: (a) late presentation of specifications or any other details necessary for the execution of this Sale Contract; (b) late effect of payment, if the Buyer failed to execute the payment term as the S/C stipulated, the total amount together with the interests amount 3% per day must be paid by the Buyer for the Seller. 3.买方应在收到销售合同后十天内签送一份给卖方。如在此期限内不提任何异议,本销售合同即生效。凭买方定单或凭买方先前之确认而制定的销售合同,在发出后即生效,非经双方同意,不得更改或撤消。

The Buyer should sign one copy of this Sales Contract and return it to Sellers within 10 days after receipt. If nothing is proposed to the contrary within that time, this Sales Contract will be effective. Sales Contract, issued on the strength of Buyers Order or earlier confirmation, is effective immediately on its assurance and subject to neither modification nor cancellation, unless agreed upon by both Parties.

仲裁:一切因执行本销售合同所发生与本销售合同有关之争执,双方应友好协商解决。如双方协商不能解决时,此争执应提交中国国际贸易促进委员会对外贸易仲裁委员会,按照该仲裁委员会仲裁程序暂行规则进行仲裁。仲裁地点在中国北京。仲裁委员会的裁决为终局裁决,对双方均有约束力。仲裁费用除非仲裁会另有决定外,均由败诉一方负担。

Arbitration: All dispute in connection with this Sale Confirmation or the execution thereof shall be amicably settled through negotiation. In case no settlement can be reached between the two parties, the case under disputes shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration. The arbitration shall take place in Beijing, China and shall be executed in accordance with the Provisional Rules of Procedure of the said Commission and the decision made by the Arbitration Commission shall be accepted as final and binding upon both Parties. The fees for arbitration shall be borne by the losing Party unless otherwise awarded.

This contract shall be written in Chinese and English versions. Both languages are equally authentic. In the event of any discrepancy between the two aforesaid versions, the Chinese version shall prevail.

买 方 (The Buyer)

Burlington Bio-Medical & Scientific Corp. Signed by:

Title:

~ \ \ (\)

Date:

Jiangsa Changlong Chanicals Co.,Ltd.

Titleୁ: President Late: Sept.4,2002 Case 2:05-cv-02082-TCP-WDW Document 1-2 Filed 04/28/05 Page 14 of 21 PageID #: 43

江苏索隆化工有限公司

JIANGSU CHANGLONG CHEMICALS CO..LTD.

ADD:LONGHU TANG, NEW DISTRICT OF CHANGZHOUJIANGSU.CHINA TEL:86 519 5480001/5483260 FAX:86 519 5481166/55/5210023 E-mail:enwjki@public.ez.js.en

TO MIS Debbie Ralzigh

SALES CONTRACT

Date:Sept.4,2002 No: JCC-02251 Slaned at Changzhou

卖方: The Sellers: Jiangsu Changlong Chemicals Co.,Ltd.

Longhu Tang, New District of Changzhou, Jiangsu, P. R. China 213031

英方: The Buyers: Burlington Bio-Medical & Scientific Corp. 71, Carolyn Blvd., Farmingdale, NY 11735, USA

兹经买卖双方同意成交下列商品订立条款如下:

The undersigned Sellers and Buyers have agreed to close the following transactions according to the terms and conditions stipulated below:

商品名规格: Commodity and specification: CARBARYL 99-325

Carbaryl 99% Tech 325 Mesh content-99.0%min (EPA, HPLC) 2-naphthol----0.05%max

2-naphthyl methylcarbamete----0.05%max

loss of drying----1.0%max

particle size(325mesh)---98%min pass Appearance: off white to white fine powder.

包装: PACKING: in 300Kg super bag, 900kgs/palette, 9000kgs/20'FCL

数度: QUANTITY: 90000.00kgs

单价: UNIT PRICE: USD4.15/kg CIF Chicago, IL, USA,

总值: AMQUNT: USD373500.00 Only (Say USD Three Hundred Seventy Three Thousand Five

Hundred Only)

被运港: LOADING PORT: Shanghai, China,

卸货港: PORT OF DISCHARGE; Long Beach, CA, USA,

目的口岸: PORT OF DESTINATION: Chicago, IL, USA.

分批峻运,PARTIAL SHIPMENT: ALLOWED.

转船: TRANSSHIPMENT: ALLOWED.

装运期限: TIME OF SHIPMENT: Not later than Sept.25, 2002.

装运发头: SHIPPING MARKS: to the buyer's option.

付款方式: PAYMENT: by D/A(Documents against Acceptance) 90 days from B/L date.

保险: INSURANCE: CIF terms to be covered by the Seller at 110% of Invoice value covering all

risks according to clause of People's Insurance Company of China (PICC). 检验条款:双方简意以制造商出具之分析单作为卖方向买方提交的单提之一。

INSPECTION: It is mutually agreed that the Certificates of analysis issued by the manufacturer will be part of the documents to the buyer. The content/purity of the goods will be re-inspected by the Buyer in accordance with EPA analysis methods and other specifications to be re-inspected in accordance with the analysis methodology confirmed and adopted by both parties upon its arrival in destination port. If Inconsistence found in quality and quantity to the contracted goods, the Buyer is entitled to claim compensation to the Seller within 90 days form its arrival date to the destination port at the strength of inspection certificate issued by authority inspection institute such as SGS,

将约条款: SPECIAL TERMS

1. 由于一般公认的人力不可抗拒原因而致不能交货或被船延迟,卖方不负责任。 The Sellers shall not be responsible for failure or delay in delivery of the entire lot or a portion of the goods under this Sales Contract in the event of any force majeure incidents.

2. 灭方对下列各点所造成的后果承担全部责任:(甲)不及时提供生产所需的规格或其他条件时: (乙) 不及时支付贷款, 若买方未按本合阿焜定支付贷款,买方需向卖方支付全额贷款和全部货款 3%/天的罚金。

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红苏紫隆化工有限公司

JIANGSU CHANGLONG CHEMICALS CO.,LTD.

ADD:LONGHU TANG,NEW DISTRICT OF CHANGZHOU, JIANGSU, CHINA TEL:86 519 5480001/5483260 FAX:86 519 5481166/55/5210023 E-mail:cnwjk@public.ez.js.cn

The Buyers are to assume full responsibilities for any consequences from: (a) late presentation of specifications or any other details necessary for the execution of this Sale Contract; (b) late effect of payment, if the Buyer falled to execute the payment term as the S/C stipulated, the total amount together with the interests amount 3% per must be paid by the Buyer for the Seller.

3. 买方应在收到销售合同后十天内签送一份会产的工作,在发出后即生效。非经双方同意,不得更改或撤充。

E/spe

The Buyer should sign one copy of this Sales Contract and return it to Sellers within 10 days after receipt. If nothing is proposed to the contrary within that time, this Sales Contract will be effective. Sales Contract, issued on the strength of Buyers Order or earlier confirmation, is effective immediately on its assurance and subject to neither modification nor cancellation, unless agreed upon by both Parties.

仲载:一切因执行本销售合同所发生与本销售合同有关之争执,双方应友好协商解决。如双方协問不能解决时,此争执应提交中国国际贸易促进委员会对外贸易仲裁委员会。按照该仲裁委员会仲裁程序,暂行规则进行仲载。仲裁地点在中国北京。仲裁委员会的起决为终局裁决,对双方均有约束力。仲裁费用除非仲裁会另有决定外,均由败诉一方负担。

Arbitration: All dispute in connection with this Sale Confirmation or the execution thereof shall be amicably settled through negotiation. In case no settlement can be reached between the two parties, the case under disputes shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration. The arbitration shall take place in Beijing, China and shall be executed in accordance with the Provisional Rules of Procedure of the said Commission and the decision made by the Arbitration Commission shall be accepted as final and binding upon both Parties. The fees for arbitration shall be borne by the losing Party unless otherwise awarded.

This contract shall be written in Chinese and English versions. Both languages are equally authentic. In the event of any discrepancy between the two aforesaid versions, the Chinese version shall prevail.

英方(The Buyer)

Burlington Bio-Medical & Scientific Corp.

Signed by:

THE: U. P. Operations

Date: 9/0/02

卖 方(The Seller)

Jiangsu Changlong Chemicals Co., Ltd.

Signed by:

Title: President

Date: Sept.4,2002

2082-TCP-WDW Document 1-2 Filed 04/28/05 Page 17 of 21 PageID #: 46 江苏常隆化工有限公司

JIANGSU CHANGLONG CHEMICALS CO.,LTD.

ADD:LONGHU TANG, NEW DISTRICT OF CHANGZHOU, JIANGSU, CHINA TEL:86 519 5480001/5483260 FAX:86 519 5481166/55/5210023 E-mail:cnwjk@public.cz.js.cn

SALES CONTRACT

Date:Oct.10,2002 No: JCC-02255-1 Signed at Changzhou

卖方: The Sellers: Jiangsu Changlong Chemicals Co.,Ltd.

Longhu Tang, New District of Changzhou, Jiangsu, P. R. China 213031

买方: The Buyers: Burlington Bio-Medical & Scientific Corp.

71, Carolyn Blvd., Farmingdale, NY 11735, USA

兹经买卖双方同意成交下列商品订立条款如下:

The undersigned Sellers and Buyers have agreed to close the following transactions according to the terms and conditions stipulated below:

商品名规格: Commodity and specification: CARBARYL 4L(CARBARYL 43% SC)

content---43.0%min 2-naphthol-----0.05%max

2-naphthyl methylcarbamate——0.05%max

Ph value----5-7

Suspensibility----90%min Dispersibility——-75%min

Wet sieve test----44 µ m,98%min

Pourability-----Rinsed residue,1.0%max Heating stability—54±2℃,14d,stable

包装: PACKING: in 200litre iron drum,14400litre/20'FCL

数量: QUANTITY: 14400Litres

单价: UNIT PRICE: USD2.45/litre CIF Savannah,GA, USA.

总值: AMOUNT: USD35280.00 Only (Say USD Thirty Five Thousand Two Hundred Eighty Only)

装运港: LOADING PORT: Shanghai, China.

卸货港: PORT OF DISCHARGE; Savannah, GA, USA.

目的口岸: PORT OF DESTINATION: Savannah, GA, USA.

分批装运: PARTIAL SHIPMENT: ALLOWED.

转船: TRANSSHIPMENT: ALLOWED.

装运期限: TIME OF SHIPMENT: Not later than Oct.30, 2002.

装运麦头: SHIPPING MARKS: to the buyer's option.

付款方式: PAYMENT: by D/A(Documents against Acceptance) 90 days from B/L date.

保险: INSURANCE: CIF terms to be covered by the Seller at 110% of invoice value covering all risks according to clause of People's Insurance Company of China (PICC).

检验条款:双方同意以制造商出具之分析单作为卖方向买方提交的单据之一。

INSPECTION: It is mutually agreed that the Certificates of analysis issued by the manufacturer will be part of the documents to the buyer. The content/purity of the goods will be re-inspected by the Buyer in accordance with EPA analysis methods and other specifications to be re-inspected in accordance with the analysis methodology confirmed and adopted by both parties upon its arrival in destination port. If inconsistence found in quality and quantity to the contracted goods, the Buyer is entitled to claim compensation to the Seller within 90 days form its arrival date to the destination port at the strength of inspection certificate issued by authority inspection institute such as SGS,

特约条款: SPECIAL TERMS

1. 由于一般公认的人力不可抗拒原因而致不能交货或装船延迟,卖方不负责任。

The Sellers shall not be responsible for failure or delay in delivery of the entire lot or a portion of the goods under this Sales Contract in the event of any force majeure incidents.

2. 买方对下列各点所造成的后果承担全部责任:(甲)不及时提供生产所需的规格或其他条件时; (乙) 不及时支付货款,若买方未按本合同规定支付货款,买方需向卖方支付全额货款和全部货款

江苏常隆化工有限公司

JIANGSU CHANGLONG CHEMICALS CO.,LTD.

ADD:LONGHU TANG,NEW DISTRICT OF CHANGZHOU,JIANGSU,CHINA TEL:86 519 5480001/5483260 FAX:86 519 5481166/55/5210023 E-mail:cnwjk@public.cz.js.cn 3%天的罚金。

The Buyers are to assume full responsibilities for any consequences from: (a) late presentation of specifications or any other details necessary for the execution of this Sale Contract; (b) late effect of payment, if the Buyer failed to execute the payment term as the S/C stipulated, the total amount together with the interests amount 3% per day must be paid by the Buyer for the Seller. 3.买方应在收到销售合同后十天内签送一份给卖方。如在此期限内不提任何异议,本销售合同即生效。凭买方定单或凭买方先前之确认而制定的销售合同,在发出后即生效,非经双方同意,不得更改或撤

The Buyer should sign one copy of this Sales Contract and return it to Sellers within 10 days after receipt. If nothing is proposed to the contrary within that time, this Sales Contract will be effective. Sales Contract, issued on the strength of Buyers Order or earlier confirmation, is effective immediately on its assurance and subject to neither modification nor cancellation, unless agreed upon by both Parties.

仲裁:一切因执行本销售合同所发生与本销售合同有关之争执,双方应友好协商解决。如双方协商不能解决时,此争执应提交中国国际贸易促进委员会对外贸易仲裁委员会,按照该仲裁委员会仲裁程序暂行规则进行仲裁。仲裁地点在中国北京。仲裁委员会的裁决为终局裁决,对双方均有约束力。仲裁费用除非仲裁会另有决定外,均由败诉一方负担。

Arbitration: All dispute in connection with this Sale Confirmation or the execution thereof shall be amicably settled through negotiation. In case no settlement can be reached between the two parties, the case under disputes shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration. The arbitration shall take place in Beijing, China and shall be executed in accordance with the Provisional Rules of Procedure of the said Commission and the decision made by the Arbitration Commission shall be accepted as final and binding upon both Parties. The fees for arbitration shall be borne by the losing Party unless otherwise awarded.

This contract shall be written in Chinese and English versions. Both languages are equally authentic. In the event of any discrepancy between the two aforesaid versions, the Chinese version shall prevail.

买 方 (The Buyer)

Burlington Bio-Medical & Scientific Corp. Signed by:

Title:

Date:

卖 方(The Seller)

Jiangsu Changlong Chemicals Co., Ltd.

Signed by:

Title: President

Date: Oct.10,2002

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苏州隆化工有限公司

JIANGSU CHANGLONG CHEMICALS CO..LTD.

ADD:LONGHU TANG, NEW DISTRICT OF CHANGZHOU, JIANGSU, CHINA TEL:86 519 5480001/5483260 FAX:86 519 5481166/55/5210023 E-mail:cnwjk@public.cz.js.cn

SALES CONTRACT

Date:Oct.10.2002 No: JCC-02255-1 Signed at Changzhou

盘方: The Sellers: Jiangsu Changlong Chemicals Co.,Ltd.

Longhu Tang, New District of Changzhou, Jiangeu, P. R. China 213031

买方: The Buyers: Burlington Bio-Medical & Scientific Corp. 71, Carolyn Blvd., Farmingdale, NY 11735, USA

兹经买卖双方同意成交下列商品订立条款如下:

The undersigned Sellers and Buyers have agreed to close the following transactions according to the terms and conditions stipulated below:

商品名规格: Commodity and specification: CARBARYL 4L(CARBARYL 43% SC)

/content---43.0%min /2-naphthol----0.05%max

2-naphthyl methylcarbamate----0.05%max

Ph value---5-7

"Suspensibility----90%min *Dispersibility----75%min /Wet sieve test----44 µ m,98%min

Pourability---Rinsed residue, 1.0% max

Heating stability-54±2°C,14d,stable

包設: PACKING: In 200litre Iron drum,14400litre/20'FCL

数量: QUANTITY: 14400Litres

单价: UNIT PRICE: USD2.45/litre CIF Savannah, GA, USA.

总值: AMOUNT: USD35280.00 Only (Say USD Thirty Five Thousand Two Hundred Eighty Only)

装运港: LOADING PORT: Shanghai, China.

卸货港, PORT OF DISCHARGE; Savannah, GA, USA.

目的口岸: PORT OF DESTINATION: Savannah,GA, USA.

分批装运: PARTIAL SHIPMENT: ALLOWED.

转船: TRANSSHIPMENT: ALLOWED.

装运期限: TIME OF SHIPMENT: Not later than Oct.30, 2002.

装运麦头: SHIPPING MARKS: to the buyer's option.

付款方式; PAYMENT: by D/A(Documents against Acceptance) 90 days from B/L date.

保险: INSURANCE: CIF terms to be covered by the Seller at 110% of invoice value covering all risks according to clause of People's Insurance Company of China (PICC).

检验条款,双方同意以制造商出具之分析单作为党方向买方提交的单据之一。

INSPECTION: It is mutually agreed that the Certificates of analysis issued by the manufacturer will be part of the documents to the buyer. The content/purity of the goods will be re-inspected by the Buyer in accordance with EPA analysis methods and other specifications to be re-inspected in accordance with the analysis methodology confirmed and adopted by both parties upon its arrival in destination port. If inconsistence found in quality and quantity to the contracted goods, the Buyer is entitled to claim compensation to the Seller within 90 days form its arrival date to the destination port at the strength of inspection certificate issued by authority inspection institute such as SGS, etc.

特约条款: SPECIAL TERMS

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2. 灭方对下列各点所造成的后果承担全部责任:(甲)不及时提供生产所需的规格或其他条件时: (乙) 不及时支付货款,若买方未按本合简规定支付贷款,买方需向卖方支付全额贷款和全部贷款 Case 2:05-cv-02082-TCP-WDW Document 1-2 Filed 04/28/05 Page 20 of 21 PageID #: 49

红苏常隆化工劣限公司

JIANGSU CHANGLONG CHEMICALS CO..LTD.

ADD:LONGHU TANGINEW DISTRICT OF CHANGZHOUJIANGSUICHINA

TEL:86 519 5480001/5483260 FAX:86 519 5481166/55/5210023 E-mail:cnwik@public.cz.js.cn

3%/天的罚金。

The Buyers are to assume full responsibilities for any consequences from: (a) late presentation of specifications or any other details necessary for the execution of this Sale Contract; (b)late effect of payment, if the Buyer failed to execute the payment term as the S/C stipulated, the total amount together with the interests amount 3% pe(34) must be paid by the Buyer for the Seller. Month 3. 交方应在收到销售合同后十天内签送一份给卖方。如在此期限内不提任何异议,本销售合同即生效。 凭实方定单或凭买方先前之确认而制定的销售合同,在发出后即生效,非经以为同意,不得更改或撤

The Buyer should sign one copy of this Sales Contract and return it to Sellers within 10 days after receipt. If nothing is proposed to the contrary within that time, this Sales Contract will be effective. Sales Contract, issued on the strength of Buyers Order or earlier confirmation, is effective immediately on its assurance and subject to neither modification nor cancellation, unless agreed upon by both Parties.

仲裁。一切因执行本销售合同所发生与本销售合同有关之争执,双方应友好协商解决。如双方协商不 能解决时,此争执应提交中国国际贸易促进委员会对外贸易仲裁委员会,按照该仲裁委员会仲裁程序 暂行规则进行仲裁。仲裁地点在中国北京。仲裁委员会的裁决为终局裁决,对双方均有约束力。仲裁 费用除非仲裁会另有决定外,均由败诉一方负担。

Arbitration: All dispute in connection with this Sale Confirmation or the execution thereof shall be amicably settled through negotiation. In case no settlement can be reached between the two parties, the case under disputes shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration. The arbitration shall take place in Beiling, China and shall be executed in accordance with the Provisional Rules of Procedure of the said Commission and the decision made by the Arbitration Commission shall be accepted as final and binding upon both Parties. The fees for arbitration shall be borne by the losing Party unless otherwise awarded.

This contract shall be written in Chinese and English versions, Both languages are equally authentic. In the event of any discrepancy between the two aforesaid versions, the Chinese version shall prevail.

(The Buyer)

Burlington Bio-Medical & Scientific Corp.

Signed by Title:

Date:

方(The Seller)

Jiangsu Changlong Chemicals Co., Ltd.

Signed by:

Title: President Date: Oct. 10,2002 See Original in Clarks file